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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

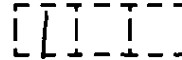
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



06412762

Name of company

\* DIC Alliance Midco Limited (the "Chargor")

Date of creation of the charge

2 November 2007.

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security over shares agreement made by way of deed dated 2 November 2007  
(the "Share Pledge") made by the Chargor in favour of Dresdner Bank AG,  
Niederlassung Luxemburg as security trustee for the Secured Parties (the  
"Security Trustee")

Amount secured by the mortgage or charge

The Chargor, as principal obligor and not merely as surety, covenanted in  
favour of the Security Trustee as trustee for the Secured Parties that it  
will pay and/or discharge all present and future obligations and  
liabilities including any liability in respect of any further advances  
made under the Finance Documents (whether actual or contingent, whether  
owed jointly, severally or solely and whether owed as principal or surety  
or in any other capacity whatsoever) of any Obligor or grantor of Security  
to the Security Trustee and/or the other Secured Parties (or any of them)  
under or pursuant to any Senior Finance Document or Mezzanine Finance  
Document to which any member of the Group is or has become a party  
(including all monies covenanted to be paid under the Share Pledge) from  
time to time when they fall due and payable

See Schedule 1 (Definitions).

Names and addresses of the mortgagees or persons entitled to the charge

Dresdner Bank AG, Niederlassung-Luxemburg, 6a, Route de Treves, L-2633,  
Luxembourg-Senningerberg

Postcode L-2633

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ  
Via London Counter

Time critical reference

ADH/70-40333107/VL/CRD

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*LWCUSUNW\*

LD4

14/11/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 2 (Short particulars of all the property mortgaged or charged)

Please do not  
write in  
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed Quifford Chance LLP

Date 14 November 2007

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)**

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

***Schedules to Form 395 relating to the Share Pledge entered into by DIC Alliance Midco Limited (Company No: 06412762) dated 2 November 2007***

**SCHEDULE 1**

**DEFINITIONS**

In this Form 395

**"Charged Portfolio"** means the Shares and the Related Rights;

**"Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents,

**"Group"** means, at any time, DIC Alliance Acquisitionco Limited and any of its Subsidiaries,

**"Intercreditor Deed"** means the intercreditor deed dated 2 November 2007 between Dresdner Bank AG, Niederlassung Luxemburg as senior agent, Dresdner Bank AG, Niederlassung Luxemburg as Security Trustee for the Secured Parties, Dresdner Bank AG, Niederlassung Luxemburg as mezzanine agent, the lenders and financial institutions named therein as Senior Creditors, the lenders and financial institutions named therein as Mezzanine Lenders, DIC Alliance Acquisitionco Limited as principal borrower and DIC Alliance Midco Limited as parent,

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated the same date as the Share Pledge relating to a term loan facility of £100,000,000 between, amongst others, DIC Alliance Acquisitionco Limited as borrower, Dresdner Kleinwort Limited and Bank of Scotland plc as arrangers, Dresdner Bank AG, Niederlassung Luxemburg as agent, the Security Trustee, Bank of Scotland plc and Dresdner Bank AG London Branch as lenders and bookrunners,

**"Mezzanine Finance Documents"** means the Mezzanine Facility Agreement, the Security Documents, the Fees Letter, the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to Clause 21 (Assignments and transfers) of the Mezzanine Facility Agreement, any Deed of Accession and any other document so designated by Dresdner Bank AG, Niederlassung Luxemburg as agent and DIC Alliance Acquisitionco Limited as borrower (each as defined in the Mezzanine Facility Agreement),

**"Obligor"** means DIC Alliance Acquisitionco Limited,

**"Related Rights"** means, in relation to any Shares

(a) all dividends, distributions and other income paid or payable on the relevant Shares or any asset referred to in paragraph (b) below,

(b) all rights, monies or property accruing or offered at any time in relation to the Shares whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

held by, to the order or on behalf of the Chargor at any time,

**"Secured Obligations"** means all present and future obligations and liabilities including any liability in respect of any further advances made under the Finance Documents (whether actual or contingent, whether owed jointly, severally or solely and whether owed as principal or surety or in any other capacity whatsoever) of any Obligor or grantor of Security to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Senior Finance Document or Mezzanine Finance Document to which any member of the Group is or has become a party (including all monies covenanted to be paid under the Share Pledge), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Share Pledge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 or any other applicable law;

**"Secured Parties"** means the Security Trustee, any receiver or delegate, and each of the Dresdner Bank AG, Niederlassung Luxemburg as agent, Dresdner Kleinwort Limited and Bank of Scotland plc as arrangers, Bank of Scotland plc and Dresdner Bank AG London Branch as lenders and bookrunners and Bank of Scotland plc as issuing lender and **"Secured Party"** means any of them,

**"Security"** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Senior Facilities Agreement"** means the senior facilities agreement dated 2 November 2007 relating to a Term A Facility of £45,000,000, a Term B Facility of £108,500,000, a Term C Facility of £108,500,000, a Capex Facility of £100,000,000, an Uncommitted Capex Facility not exceeding £50,000,000 and a Revolving Credit Facility of £20,000,000 between, amongst others, DIC Alliance Acquisitionco Limited as the principal borrower, Dresdner Kleinwort Limited and Bank of Scotland plc as arrangers, Dresdner Bank AG, Niederlassung Luxemburg as agent, the Security Trustee, Bank of Scotland plc and Dresdner Bank AG London Branch as lenders and bookrunners and the companies named therein as Original Guarantors,

**"Senior Finance Documents"** means the Senior Facilities Agreement, the Security Documents, the Fees Letter, the Hedging Agreements, the Intercreditor Deed, any Ancillary Document, any Bank Guarantee, any Transfer Certificate or undertaking delivered pursuant to Clause 23 (Assignments and transfers) of the Senior Facilities Agreement, any Permitted Capex Acquisition Certificate, any Permitted Capex Certificate, any Deed of Accession and any other document so designated by Dresdner Bank AG, Niederlassung Luxemburg as agent and DIC Alliance Acquisitionco Limited as principal borrower (each as defined in the Senior Facilities Agreement),

**"Shares"** means any stocks, shares, debentures and other security, including all of the shares in the capital of DIC Alliance Acquisitionco Limited (06412789) (the **"Company"**) held by, to the order or on behalf of the Chargor at any time and as listed in Schedule 3,

**"Subsidiary"** means

(a) a subsidiary as defined in section 736 of the Companies Act 1985, and

(b) a subsidiary undertaking as defined in section 258 of the Companies Act 1985,

in each case excluding any Permitted Joint Venture (as defined in the Senior Facilities Agreement) and their subsidiaries and subsidiary undertakings

## **SCHEDULE 2**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

The Chargor charged the Charged Portfolio with full title guarantee and by way of first fixed charge, in favour of the Security Trustee, as continuing security for the payment and discharge of the Secured Obligations.

#### **FURTHER ASSURANCE**

The Share Pledge contains covenants for further assurance

#### **NEGATIVE PLEDGE**

The Share Pledge contains a negative pledge

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**SCHEDULE 3**

**SHARES**

Name of Chargor	DIC Alliance Midco Limited
Issued Shares	One (1) ordinary share of £1
Number of Shares	One (1) ordinary share of £1
Certificates held	Certificate number 1 issued in favour of DIC Alliance Midco Limited

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FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 06412762

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY OVER SHARES AGREEMENT DATED THE 2nd NOVEMBER 2007 AND CREATED BY DIC ALLIANCE MIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR OR GRANTOR OF SECURITY TO DRESDNER BANK AG, NIEDERLASSUNG LUXEMBURG AND/OR THE OTHER SECURED PARTIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th NOVEMBER 2007

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Cen



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES